

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lions Gate Entertainment Inc.		10/21/2009	CORPORATION: DELAWARE
Lions Gate Films Inc.		10/21/2009	CORPORATION: DELAWARE
Artisan Entertainment Inc.		10/21/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	633 West Fifth Street, 24th Floor		
Internal Address:	Corporate Trust Services		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	1241884	FAMILY HOME ENTERTAINMENT	
Registration Number:	1334784	F.H.E.	
Registration Number:	1619565	VIDMARK ENTERTAINMENT	
Registration Number:	1813417	TRIMARK PICTURES	
Registration Number:	2177758	FAMILY HOME ENTERTAINMENT	
Registration Number:	2379813	DIRTY DANCING	
Registration Number:	2483785	F H E FAMILY HOME ENTERTAINMENT	
Registration Number:	2521165	F.H.E. FAMILY HOME ENTERTAINMENT KIDS	
Registration Number:	2545706	THE BLAIR WITCH PROJECT	
Registration Number:	2565964	FHE FAMILY HOME ENTERTAINMENT	
Registration Number:	2640668	RESERVOIR DOGS	
Registration Number:	2692777	LIONS GATE HOME ENTERTAINMENT	

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TRADEMARK
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Registration Number:	2766978	ARTISAN ENTERTAINMENT
Registration Number:	2800585	THE BLAIR WITCH PROJECT
Registration Number:	2860475	
Registration Number:	2894310	POWER ZONE
Registration Number:	2921506	LIONS GATE SIGNATURE SERIES
Registration Number:	2921507	LIONS GATE SIGNATURE SERIES
Registration Number:	3073907	LIONS GATE RECORDS
Registration Number:	3097006	ARTISAN ENTERTAINMENT
Registration Number:	3289133	LIONSGATE
Registration Number:	3326524	LIONSGATE
Registration Number:	3694277	WEEDS
Serial Number:	75867349	ARTISAN HOME ENTERTAINMENT
Serial Number:	77785664	SAW
Serial Number:	75741143	ARTISAN ENTERTAINMENT
Serial Number:	77702664	
Serial Number:	77702663	MADMEN
Serial Number:	77702662	MADMEN
Serial Number:	74051226	TRIMARK

CORRESPONDENCE DATA

Fax Number: (650)251-5002

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 650-251-5054

Email: jnull@stblaw.com

Correspondent Name: Noah Richmond

Address Line 1: 2550 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509335/1401
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	10/29/2009

Total Attachments: 9

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REEL: 004087 FRAME: 0420

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

**(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)**

WHEREAS, Lions Gate Entertainment Inc. (the "Company"), and the other Persons listed on the signature pages hereof (the Company and the other Persons being collectively referred to herein as the "Grantors", and individually as a "Grantor"), now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, and all reissues, extensions or renewals thereof), including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, pursuant to the Indenture dated as of October 21, 2009 (as it may be amended or modified from time to time, the "Indenture"), the Company has issued its 10.25% Senior Secured Second-Priority Notes due 2016 (the "Notes"), and U.S. Bank National Association (the "Collateral Agent") has been appointed as the collateral agent for the holders of the Notes (the "Holders");

WHEREAS, pursuant to the terms of the Pledge and Security Agreement (as it may be amended or modified from time to time, the "Security Agreement"), dated as of October 21, 2009, among the Grantors and the Collateral Agent, each of the Grantors has granted to the Collateral Agent for the benefit of itself, the Holders and U.S. Bank National Association, in its capacity as trustee (collectively with the Collateral Agent and the Holders, the "Secured Parties"), a security interest in and to all personal property of the Grantors, including, without limitation, all right, title and interest of the Grantors in, to and under all of the Grantors' Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in the possession of the Grantors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action that exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Secured Obligations;

WHEREAS, in connection with the Indenture and Security Agreement, the Grantors have entered into an Intercreditor Agreement dated as of October 21, 2009 (as it may be amended or modified from time to time, the "Intercreditor Agreement") with JPMorgan Chase Bank, N.A., as administrative agent for the First Priority Parties (the "Administrative Agent"), and the Collateral Agent, and the Additional Intercreditor Agreements; and

WHEREAS, the Collateral Agent and the Grantors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant to the Collateral Agent for the benefit of the Secured Parties, as security for the Secured Obligations, a continuing security interest in all of the Grantors' right, title and interest in, to and under the following (all of the following items or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in the possession of the Grantors:

- (i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;
- (ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and
- (iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Grantors against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

To the extent any Grantor adopts or acquires any material trademark, service mark, trade name or service name not listed on Schedule A hereto or enters into any Trademark license not listed on Schedule B hereto, such Grantor agrees to deliver a fully executed Trademark Security Agreement Supplement to the Collateral Agent immediately after such Grantor registers such Trademark or enters into such Trademark license, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of such Grantor, such further instruments or documents (in form and substance satisfactory to the Collateral Agent), and promptly perform, or cause to be promptly performed, upon the request of the Collateral Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Collateral Agent, to carry out the provisions and purposes of the Security Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Collateral Agent for the benefit of the Secured Parties granted pursuant to the Security Agreement, this Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

Each Grantor agrees to deliver a fully executed Trademark Security Agreement Supplement to the Collateral Agent at the end of any quarter in which such Grantor registers or otherwise adopts or acquires any Trademark not listed on Schedule A hereto or enters into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of such Grantor, such further instruments or documents (in form and substance satisfactory to the Collateral Agent), and promptly perform, or cause to be promptly performed, upon the request of the Collateral Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Collateral Agent, to carry out the provisions and purposes of the Security Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Collateral Agent for the benefit of the Secured Parties granted pursuant to the Security Agreement, this Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof. This security interest is granted in conjunction with the security interests granted to the Collateral Agent for the benefit of the

Secured Parties pursuant to the Security Agreement. Each of the Grantors and the Collateral Agent does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent for the benefit of the Secured Parties, with respect to the security interest made and granted hereby, are subject to, and more fully set forth in, the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Secured Obligations have been indefeasibly fully paid and performed, the Collateral Agent (on behalf of the Secured Parties) shall execute and deliver to the Grantors, at the Grantors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral, subject to any disposition thereof that may have been made by the Collateral Agent pursuant to the terms hereof or of the Security Agreement.

Subject to the terms and conditions of the Security Agreement, the Collateral Agent (on behalf of the Secured Parties) agrees that there will be no assignment of the Trademark Collateral, other than the security interest described herein, unless and until there shall occur and be continuing an Event of Default and the Collateral Agent gives written notice to the Grantors of its intention to enforce its rights against any of the Trademark Collateral.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Security Agreement and the other Fundamental Documents to which it is a party, each of the Grantors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Security Agreement and the other Fundamental Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

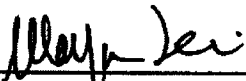
Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement. In the event of a conflict between this Trademark Security Agreement, on the one hand, and the Intercreditor Agreement or any of the Additional Intercreditor Agreements, on the other hand, the Intercreditor Agreement or such Additional Intercreditor Agreement shall govern. The lien created by this Trademark Security Agreement on the property described herein is junior and subordinate to the lien on such property created by any mortgage, deed of trust or similar instrument now or hereafter granted to the Administrative Agent, the holders of First Priority Liens, the holders of Indebtedness of the Parent Subsidiary Guarantors, and each of their successors and assigns, in such property, in accordance with the provisions of the Intercreditor Agreement and the Additional Intercreditor Agreements.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have executed this Trademark Security Agreement as of October 21 2009.

GRANTORS:

LIONS GATE ENTERTAINMENT INC.

By: 
Name: Wayne Levin
Title: Vice President

ALL ABOUT US PRODUCTIONS INC.
ARIMA, INC.
ARTISAN ENTERTAINMENT INC.
ARTISAN FILMED PRODUCTIONS INC.
ARTISAN HOME ENTERTAINMENT INC.
ARTISAN PICTURES INC.
ARTISAN RELEASING INC.
BACKSEAT PRODUCTIONS, LLC
BASTER PRODUCTIONS, LLC
BD OPTICAL MEDIA, INC.
BLUE MOUNTAIN STATE PRODUCTIONS CORP
BURROWERS PRODUCTIONS, INC.
CRASH 2 TELEVISION PRODUCTIONS, INC.
CRASH TELEVISION PRODUCTIONS, INC.
CUPID PRODUCTIONS, INC.
DANCING ELK PRODUCTIONS, LLC
DEAD ZONE PRODUCTION CORP.
DEBMAR/MERCURY, LLC
DEBMAR/MERCURY (WW) PRODUCTIONS LLC
DEBMAR STUDIOS, INC.
DJM SERVICES, INC.
DRESDEN FILES PRODUCTIONS CORP.
DRESDEN FILES PRODUCTIONS I CORP.
FEAR ITSELF PRODUCTIONS CORP.
FILM HOLDINGS CO.
FIVE DAYS PRODUCTIONS CORP.
GC FILMS, INC.
GC SHORT FILMS, INC.
HEART FRANK, INC.
HIGHER POST LLC
HORSEMEN PRODUCTIONS, LLC
INVISIBLE CASTING INC.
JV1 ISH, LLC
ISH TELEVISION DEVELOPMENT, LLC
ISH PROJECTS, LLC
IWC PRODUCTIONS, LLC

KILL PIT PRODUCTIONS INC.
LANDSCAPE ENTERTAINMENT CORP.
LG HORROR CHANNEL HOLDINGS, LLC
LG PICTURES INC
LIONS GATE ENTERTAINMENT INC.
LIONS GATE FILMS INC.
LIONS GATE FILMS PRODUCTIONS
CORP./PRODUCTIONS FILMS LIONS GATE
S.A.R.F
LIONS GATE INDIA INC.
LIONS GATE MANDATE FINANCING VEHICLE
INC.
LIONS GATE MUSIC CORP.
LIONS GATE MUSIC, INC.
LIONS GATE MUSIC PUBLISHING LLC
LIONS GATE ONLINE SHOP INC.
LIONS GATE PENNSYLVANIA, INC.
LIONS GATE RECORDS, INC.
LIONS GATE SPIRIT HOLDINGS, LLC
LIONS GATE TELEVISION DEVELOPMENT LLC
LIONS GATE TELEVISION INC.
LIONS GATE X PRODUCTIONS, LLC
LUCKY 7 PRODUCTIONS CORP.
MANDATE PICTURES, LLC
MANDATE INTERNATIONAL, LLC
MANDATE FILMS, LLC
MOTHER PRODUCTIONS CORP.
MQP, LLC
NGC FILMS, INC.
NURSE PRODUCTIONS, INC.
PEARL RIVER HOLDINGS CORP.
PGH PRODUCTIONS, INC.
PLANETARY PRODUCTIONS, LLC
PLAYLIST, LLC
POWER MONGERING DESPOT, INC.
PRODUCTION MANAGEMENT INC.
PROFILER PRODUCTIONS CORP.
PSYCHO PRODUCTIONS SERVICES CORP.
R & B PRODUCTIONS, INC.
SCREENING ROOM, INC.
SILENT DEVELOPMENT CORP.
SKILLPA PRODUCTIONS, LLC
SS3 PRODUCTIONS, INC.
TALK PRODUCTIONS CORP.
TED PRODUCTIONS, INC.
TERRESTRIAL PRODUCTIONS CORP.
TOUCH PRODUCTIONS CORP.
U.R.O.K. PRODUCTIONS, INC.

[Signature Page to Trademark Security Agreement]

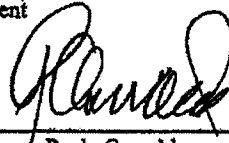
VERDICT PRODUCTIONS, INC.
VESTRON INC.
WEEDS PRODUCTIONS INC.
WILDFIRE PRODUCTIONS INC.
WILDFIRE 2 PRODUCTIONS INC.
WILDFIRE 3 PRODUCTIONS INC.
WILDFIRE 4 PRODUCTIONS INC.

By: Wayne Levin
Name: Wayne Levin
Title: Vice President

BLAIR WITCH FILM PARTNERS, LTD.
By: Artisan Filmed Productions Inc.
Its: General Partner

By: Wayne Levin
Name: Wayne Levin
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION, as Collateral
Agent

By: 
Name: Paula Oswald
Title: Vice President

[Signature Page to Trademark Security Agreement]

Schedule A to Trademark
Security Agreement

TRADEMARKS

<u>Trademark</u>	<u>Registration or Application Number</u>
ARTISAN HOME ENTERTAINMENT	75/867,349
SAW	77/785,664
ARTISAN ENTERTAINMENT	75/741,143
[Design Only]	77/702,664
MADMEN	77/702,663
MADMEN	77/702,662
TRIMARK	74/051,226
FAMILY HOME ENTERTAINMENT	1,241,884
F.H.E.	1,334,784
VIDMARK ENTERTAINMENT	1,619,565
TRIMARK PICTURES	1,813,417
FAMILY HOME ENTERTAINMENT	2,177,758
DIRTY DANCING	2,379,813
F H E FAMILY HOME ENTERTAINMENT	2,483,785
F.H.E. FAMILY HOME ENTERTAINMENT KIDS	2,521,165
THE BLAIR WITCH PROJECT	2,545,706
FHE FAMILY HOME ENTERTAINMENT	2,565,964
RESERVOIR DOGS	2,640,668
LIONS GATE HOME ENTERTAINMENT	2,692,777
ARTISAN ENTERTAINMENT	2,766,978
THE BLAIR WITCH PROJECT	2,800,585
[Design Only]	2,860,475
POWER ZONE	2,894,310
LIONS GATE SIGNATURE SERIES	2,921,506
LIONS GATE SIGNATURE SERIES	2,921,507
LIONS GATE RECORDS	3,073,907
ARTISAN ENTERTAINMENT	3,097,006
LIONSGATE	3,289,133
LIONSGATE	3,326,524
WEEDS	3,694,277

Schedule B to Trademark
Security Agreement

TRADEMARK LICENSES

None